

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO. 05-122**  
**ANNUAL REQUIREMENTS FOR SEASONAL SUPPLY OF**  
**SODIUM HYPOCHLORITE FOR SWIMMING POOLS**

**DATE:** June 24, 2004

**CONTRACT PERIOD:** Jan.1, 2005 thru Oct.1, 2005

**CONTRACTOR:** ACCO Unlimited Corporation  
5300 NW 55<sup>th</sup> Ave  
Johnston, IA 50131

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Debra Coffman  
**Telephone No.:** 515-278-0487  
**FAX No.:**  
**E-Mail Address:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Specification & Contract**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O.# 73505  
Dated:6/21/05

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 18th day of May, 2005, by and between ACCO Unlimited Corporation, 5300 NW 55<sup>th</sup> Ave, Johnston IA 50131 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Seasonal Supply & Requirements for Sodium Hypochlorite, Specification 05-122

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**\$ Unit Price \$0.98**

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be Per Holly Lewis, of City Parks & Recreation.

Term of the Agreement: Term of the Agreement shall be Seasonal as ten (10) consecutive months, and shall be **January 1, 2005 through October 1, 2005**  
At the City's request, with the Contractor's consent, the agreement shall be renewable for two (2) each additional one(1) year periods with any extensions as mutually agreed.

\*\* Applies to Construction contracts only.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- \*5. The City of Lincoln Standard Specifications for Municipal Construction
  - a. General Conditions
  - b. General Specifications
  - c. Construction & Materials Specifications
- \*\* 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

\* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

\*\* The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

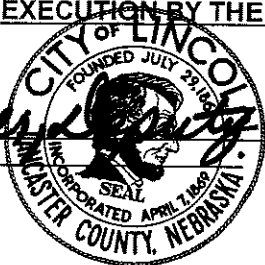
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Colleen J. Levey*  
Mayor

Approved by Executive or No. 73505  
dated 6/21/05

EXECUTION BY CONTRACTORIF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

ATTEST:

\_\_\_\_\_  
(Address)

Secretary

(SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

**ACCO Unlimited Corporation**  
Name of Organization

\_\_\_\_\_  
Type of Organization

**5300 NW 55<sup>th</sup> Avenue, Johnston IA 50131**  
(Address)

By: \_\_\_\_\_  
Member

*William Coffman*  
By: \_\_\_\_\_  
Member

*General Manager*